

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE:  
**James M. Kaufman**  
**Redaina K. Kaufman**  
Debtor(s)  
Attorney Phone No: **(972) 256-4444**

Case No: **11-42702-DML-13**  
DATED: **5/3/2011**  
Chapter: **13**  
EIN:  
Judge:

**DEBTOR'S(S) CHAPTER 13 PLAN AND MOTION FOR VALUATION  
SECTION I  
DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS  
FORM REVISED 5-25-06**

This Plan contains non-standard provisions in Section IV (last page): ☐ yes ☒ no

**A. DEBTOR PAYMENTS** DEBTOR(S) PROPOSES TO PAY TO THE TRUSTEE THE SUM OF:

MONTHS 1 TO 6	\$220.00	PER MONTH
MONTHS 7 TO 19	\$370.00	PER MONTH
MONTHS 20 TO 30	\$845.00	PER MONTH
MONTHS 31 TO 60	\$1,245.00	PER MONTH

FOR A TOTAL OF **\$52,775.00** ("BASE AMOUNT").

FIRST PAYMENT IS DUE **6/2/2011**

THE ESTIMATED UNSECURED CREDITORS POOL IS  
\_\_\_\_\_ calculated as: \_\_\_\_\_ (Disposable  
income per § 1325(b)(2)) x **60 months** (Applicable  
Commitment Period per § 1325(b)(4)), but not less than  
Debtor's equity in non-exempt property: **\$0.00**  
pursuant to § 1325(a)(4).

**B. ADMINISTRATIVE AND DSO CLAIMS:**

- 1. CLERK'S FILING FEE:** Total filing fees paid through the plan, if any, are **\$0.00** and shall be paid in full prior to disbursements to any other creditor.
- 2. TRUSTEE FEES AND NOTICING FEES:** Trustee fees and any noticing fees shall be paid first out of each disbursement and as provided in General Order 2006-01.
- 3. DOMESTIC SUPPORT OBLIGATIONS:** Prior to discharge, Debtor will pay all post-petition Domestic Support Obligations (as defined in § 101(14A)) directly to the holder(s) of such obligation(s), unless payment through the Plan as hereinafter provided is agreed to in writing by the respective holder(s) of the claim(s) or their agent(s). Pre-petition Domestic Support Obligations per Schedule "E" shall be paid the following monthly payments:

DSO CLAIMANT(S)	SCHEDULED AMOUNT(S)	TERM (APPROXIMATE)	TREATMENT
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**C. ATTORNEY FEES:** TO **Law Office of Richard D. Kinkade**, TOTAL: **\$3,000.00** ;  
**\$0.00** PRE-PETITION; **\$3,000.00** THROUGH TRUSTEE. PRE-CONFIRMATION PAYMENTS TO  
DEBTOR'S ATTORNEY WILL BE PER THE AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS. POST-  
CONFIRMATION PAYMENTS TO DEBTOR'S ATTORNEY WILL BE MADE FROM FUNDS REMAINING AFTER PAYMENT  
OF ADMINISTRATIVE AND DSO CLAIMS AS PROVIDED ABOVE ('B') AND EACH SPECIFIED MONTHLY PLAN PAYMENT  
TO SECURED CREDITORS ('D' AND/OR 'E' BELOW) BEFORE ANY PAYMENT TO PRIORITY CREDITORS ('H' BELOW)  
OR UNSECURED CREDITORS ('I' AND 'J' BELOW).

**D. HOME MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE)	TREATMENT
America's Servicing Company	\$489.21		0.00%	Month(s) 1-21	Pro-Rata

If pursuant to this Plan, the Debtor pays through the Trustee the Allowed pre-petition Home Mortgage Arrearage Claim Amount to any Mortgagee identified in paragraph "D" or its assignee(s), while timely making all required post-petition mortgage payments, upon discharge, the mortgage will be reinstated according to its original terms, extinguishing any right of the Mortgagee or its assignee(s) to recover any amount alleged to have arisen prior to the filing of the petition.

**E.(1) SECURED CREDITORS--PAID BY THE TRUSTEE**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE)	TREATMENT
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**E.(2)(a) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE--NO CRAM DOWN:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE)	TREATMENT
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**E.(2)(b) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE--CRAM DOWN:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE)	TREATMENT
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**TO THE EXTENT THE VALUE AMOUNT IN E.(2)(b) IS LESS THAN THE SCHEDULED AMOUNT IN E.(2)(b), THE CREDITOR SHALL HAVE THE OPTION OF REQUIRING THE DEBTOR TO SURRENDER THE COLLATERAL BY OBJECTING TO THE PROPOSED TREATMENT.**

**IN THE EVENT THAT A CREDITOR OBJECTS TO THE TREATMENT PROPOSED IN PARAGRAPH E.(2)(b) THE DEBTOR RETAINS THE RIGHT TO SURRENDER THE COLLATERAL TO THE CREDITOR IN SATISFACTION OF THE CREDITOR'S CLAIM. IF THE DEBTOR ELECTS TO SURRENDER THE COLLATERAL, THEN THE AUTOMATIC STAY WILL BE TERMINATED AS TO SUCH COLLATERAL UPON ENTRY OF THE ORDER CONFIRMING THE PLAN, UNLESS OTHERWISE ORDERED BY THE COURT.**

**ABSENT SUCH OBJECTION, THE CREDITOR(S) LISTED IN "E.(2)(b)" SHALL BE DEEMED TO HAVE "ACCEPTED" THE PLAN PER SECTION 1325(a)(5)(A) OF THE BANKRUPTCY CODE AND WAIVED THEIR RIGHTS UNDER SECTION 1325(a)(5)(B) AND (C) OF THE BANKRUPTCY CODE.**

**THE VALUATION OF COLLATERAL AND INTEREST RATE TO BE PAID ON THE ABOVE SCHEDULED CLAIMS IN E(1) AND E(2)(a) AND (b) WILL BE FINALLY DETERMINED AT CONFIRMATION. THE CLAIM AMOUNT WILL BE DETERMINED BASED ON A TIMELY FILED PROOF OF CLAIM AND THE TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC").**

**EXCEPT FOR "VALUATION" AND "INTEREST RATE," CONFIRMATION HEREOF SHALL BE WITHOUT PREJUDICE TO THE DEBTOR'S, THE TRUSTEE'S, OR ANY SECURED CREDITOR'S RIGHT TO A LATER DETERMINATION OF THE ALLOWED AMOUNT OF ANY CREDITOR'S SECURED CLAIM. TO THE EXTENT SUCH CLAIM IS ALLOWED FOR AN AMOUNT GREATER OR LESSER THAN THE "SCHEDULED AMOUNT" PROVIDED FOR ABOVE, AFTER THE TRCC IS FINAL, DEBTOR WILL MODIFY THE PLAN TO FULLY PROVIDE FOR SUCH ALLOWED SECURED CLAIM.**

**F. SECURED CREDITORS--COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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*The Automatic Stay will terminate as to Collateral listed in this paragraph F. upon filing hereof but nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy law contract rights of the Debtor(s).*

**G. SECURED CREDITORS--PAID DIRECT BY DEBTOR**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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America's Servicing Company Real Property	\$47,919.18	\$38,000.00	
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Case No: 11-42702-DML-13  
 Debtor(s): **James M. Kaufman**  
**Redaina K. Kaufman**

<b>Regional Acceptance Corp</b>	<b>\$21,990.08</b>	<b>\$21,990.08</b>
<b>2011 Kia Soul</b>		

**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT
Internal Revenue Service	\$3,373.00	Month(s) 1-21	Pro-Rata

**I. SPECIAL CLASS:**

CREDITOR / JUSTIFICATION	SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT
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**J. UNSECURED CREDITORS**

CREDITOR	SCHED. AMT.	COMMENT
AAFES	\$3,356.00	
AAM, Inc.	\$415.86	
Ace Cash Express	\$1,104.00	
Aegis Receivables Management	\$9,968.38	
Allstate	\$288.44	
Aqua Finance	\$1,806.32	
Asset Acceptance	\$3,872.69	
Asset Acceptance	\$1,706.17	
Asset Acceptance	\$5,386.00	
AT&T	\$102.95	
Axcess Recovery	\$1,839.03	
Banfield the Pet Hospital	\$182.68	
Bank of America	\$2,641.43	
Capital One	\$3,265.83	
Capital One	\$900.00	
Cashnet USA	\$1,613.20	
Circuit City	\$1,697.13	
Citgo	\$990.07	
CitiBank	\$12,203.22	
CitiCards	\$2,648.78	
Citifinancial	\$7,316.43	
Credit One Bank	\$1,508.61	
Credit One Bank	\$1,458.28	
Credit One Bank	\$733.05	
Credit Protection	\$0.00	
Credit Protection Association	\$627.93	
Credit Systems	\$381.79	
Denton County Water	\$155.31	
Denton County Water	\$188.08	
Dish Network	\$760.65	
Dr Debra Naylor	\$355.77	
Dr. Charles Myers	\$81.60	
DSRM National Bank/Valero	\$450.60	

Case No: 11-42702-DML-13  
Debtor(s): **James M. Kaufman**  
**Redaina K. Kaufman**

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Dyck-O'Neal, Inc.	\$36,902.81
Express	\$2,603.23
Fair Collections and Outsourcing	\$5,011.04
First Premier Bank	\$375.00
Ford Credit	\$22,731.00
Fort Worth Water Department	\$48.83
GE Money Bank	\$2,629.13
GE Money Bank	\$3,872.69
Home Depot	\$2,462.48
Kohl's	\$1,260.11
LCA Collections	\$11.01
Midland Credit Management	\$2,686.50
Midland Credit Management	\$1,024.85
Millenium Loan Fund	\$541.55
Northland Group	\$1,172.11
Obstetrics & Gynecology	\$266.39
Orchard Bank	\$631.99
Orchard Bank	\$515.00
Palo Pinto General Hospital	\$213.97
Palo Pinto General Hospital	\$697.00
PayPal	\$326.52
Pediatric Dental World	\$429.28
Premier Bank	\$486.69
Robert & Cheryl Brooks	\$2,388.00
Rooms to Go	\$3,514.16
Sam's Club	\$1,260.25
Shannon Clinic	\$51.44
Shell	\$816.92
Sheridan Childrens	\$25.25
Sprint	\$575.09
Tarrant County Tax Assessor	\$3,840.63
Texas Health	\$1,321.66
Texas Radiology	\$92.56
The Room Store	\$9,079.88
Toys R Us	\$782.71
Tribute	\$740.00
VW Credit	\$12,799.48
West Asset Management	\$811.96
West Asset Management	\$498.57
Zales	\$2,884.60
TOTAL SCHEDULED UNSECURED:	<hr/> \$198,388.62

UNSECURED CREDITORS ARE NOT GUARANTEED A DIVIDEND WHEN A PLAN IS CONFIRMED, SEE GENERAL ORDER 2006-01. ALLOWED GENERAL UNSECURED CLAIMS MAY RECEIVE A PRO-RATA SHARE OF THE UNSECURED CREDITORS' POOL, BUT NOT LESS THAN THE SECTION 1325(a)(4) AMOUNT SHOWN IN SECTION I "A" ABOVE LESS ALLOWED ADMINISTRATIVE AND PRIORITY CLAIMS, AFTER THE TRCC BECOMES FINAL. A PROOF OF CLAIM MUST BE TIMELY FILED TO BE ALLOWED.

Case No: 11-42702-DML-13  
Debtor(s): **James M. Kaufman**  
**Redaina K. Kaufman**

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE)	TREATMENT
Aaron's	Assumed	\$0.00		
Progressive Finance	Assumed	\$0.00		

**L. CLAIMS TO BE PAID:**

'TERM (APPROXIMATE)' SHOWN HEREIN GIVES THE ESTIMATED NUMBER OF MONTHS FROM THE PETITION DATE REQUIRED TO FULLY PAY THE ALLOWED CLAIM. IF ADEQUATE PROTECTION PAYMENTS HAVE BEEN AUTHORIZED AND MADE, THEY WILL BE APPLIED TO PRINCIPAL AS TO UNDER-SECURED CLAIMS AND ALLOCATED BETWEEN INTEREST AND PRINCIPAL AS TO OVER-SECURED CLAIMS. *PAYMENT PURSUANT TO THIS PLAN WILL ONLY BE MADE TO SECURED, ADMINISTRATIVE, PRIORITY AND UNSECURED CLAIMS THAT HAVE BEEN ALLOWED OR THAT THE DEBTOR HAS AUTHORIZED IN AN ADEQUATE PROTECTION AUTHORIZATION. GENERAL UNSECURED CLAIMS WILL NOT RECEIVE ANY PAYMENT UNTIL AFTER THE TRCC BECOMES FINAL.*

*THE "SCHED. AMT." SHOWN IN THIS PLAN SHALL NOT DETERMINE THE "ALLOWED AMOUNT" OF ANY CLAIM.*

**M. ADDITIONAL PLAN PROVISIONS:**

SEE SECTION IV ON LAST PAGE FOR ADDITIONAL PLAN PROVISIONS, IF ANY.

**SECTION II**  
**DEBTOR'S(S') CHAPTER 13 PLAN--GENERAL PROVISIONS**  
**FORM REVISED 5-25-06**

**A. SUBMISSION OF DISPOSABLE INCOME**

Debtor(s) hereby submits such portion of future earnings or other future income as herein provided to the supervision and control of the Trustee as necessary for the execution of the Plan as herein provided.

Debtor proposes to PAY TO THE TRUSTEE the Base Amount indicated in Section I, Part "A" hereof. If applicable, cause exists for payment over a period of more than three (3) years.

If the Plan does not pay 100% to all creditors, the Base Amount shall not be less than the sum of the allowed administrative expenses plus the allowed priority and secured claims (with interest if applicable) plus the greater of the unsecured creditors' pool, or the 11 USC 1325(a)(4) amount (Best Interest Test).

Payment of any claim against the Debtor may be made from the property of the estate or property of the Debtor(s), as herein provided.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY FEES AND NOTICING FEES**

The Administrative Expenses of the Trustee shall be paid in full pursuant to 11 U.S.C. Sec 105(a), 503(b), 1326(b)(2), and 28 U.S.C. Sec 586(e)(1)(B). The Trustee's Fees & Expenses, not to exceed ten percent (10%) allowed pursuant to 28 U.S.C. Sec 586(e)(1)(B), shall be deducted from each payment. Additionally, the Trustee is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof, pursuant to local rule. No Trustee fee will be collected on Noticing Fees.

Debtor will pay in full all Domestic Support Obligations that are due before discharge, including section 507(a)(1) Priority claims due before the petition was filed, but only to the extent provided for in this Plan.

**C. ATTORNEY FEES**

Debtor's(s') Attorney Fees totaling the amount indicated in Section I Part "C", shall be paid by the Trustee in the amount shown as "through Trustee", pursuant to this Plan and the Debtor's(s') Authorization for Adequate Protection Disbursements.

**D. PRINCIPAL RESIDENCE ARREARAGES (HOME MORTGAGE)**

Arrearage on claims secured only by a security interest in the Debtor's(s') principal residence shall be paid by the Trustee in the allowed pre-petition arrearage amount, and at the Annual Percentage of interest indicated in Section I, Part "D" herein. To the extent interest is provided, interest will be calculated from the date of the Petition. The principal balance owing upon confirmation of the Plan on the allowed pre-petition arrearage amount shall be reduced by the total of adequate protection paid less any interest (if applicable) made to the respective creditor by the Trustee. Unless otherwise provided, post-petition payments may be paid "Direct" by Debtor(s), beginning with the first payment due after the 'ARR. THROUGH' date in Section I, Part "D". Such creditors shall retain their liens. To the extent an arrearage claim is allowed in an amount in excess of the Sched. Arr. Amt., the Debtor will promptly Modify the Plan to provide for full payment of the allowed amount, or for surrender of the collateral, at Debtor's election. If Debtor elects to surrender the collateral, the creditor may retain all pre-surrender payments received pursuant hereto.

If pursuant to this Plan, the Debtor pays through the Trustee the Allowed pre-petition Home Mortgage Arrearage Claim Amount to any Mortgagee identified in paragraph "D" or its assignee(s), while timely making all required post-petition mortgage payments, upon discharge, the mortgage will thereupon be reinstated according to its original terms, extinguishing any right of the Mortgagee or its assignee(s) to recover any amount alleged to have arisen prior to the filing of the petition.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE**

The claims listed in Section I, Part "E(1)" shall be paid by the Trustee as "SECURED" to the extent of the lesser of the Claim Amount (per timely filed Proof of Claim not objected to by a party in interest), or the VALUE as shown of the collateral, which will be retained by the Debtor(s). Any amount claimed in excess of the value shall automatically be "split" and treated as unsecured as indicated in Section I, Part "H" or "J", per 11 U.S.C. Sec. 506(a). Such creditors shall retain their liens on the collateral described in Section I, Part "E(1)" until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under Section 1328, and shall receive interest at the Annual Percentage Rate indicated from the date of confirmation hereof, or if the value shown is greater than the Claim Amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection paid less any interest (if applicable) paid to the respective creditor by the Trustee.

**E.(2)(a) SECURED SECTION 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN**

Claims in Section I, Part "E(2)(a)" are either debts incurred within 910 days of the Petition date secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor or debts incurred within one year of the petition date secured by any other thing of value.

The claims listed in Section I, Part "E(2)(a)" shall be paid by the Trustee as "SECURED" to the extent of the "ALLOWED AMOUNT" (per timely filed Proof of Claim not objected to by a party in interest.) Such creditors shall retain their liens on the collateral described in Section I, Part "E(2)(a)" until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under Section 1328, and shall receive interest at the Annual Percentage Rate indicated from the date of the Petition. The principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection paid less any interest (if applicable) paid to the respective creditor by the Trustee.

**E.(2)(b) SECURED SECTION 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--CRAM DOWN**

The claims listed in Section I, Part "E(2)(b)" shall be paid by the Trustee as "SECURED" to the extent of the LESSER OF the Claim Amount (per timely filed Proof of Claim not objected to by a party in interest), or the VALUE as shown of the collateral, which will be retained by the Debtor(s). Any amount claimed in excess of the value shall automatically be "split" and treated as unsecured as indicated in Section I, Part "H" or "J", per 11 U.S.C. Sec. 506(a). Such creditors shall retain their liens on the collateral described in Section I, Part "E(2)(b)" until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under Section 1328, and shall receive interest at the Annual Percentage Rate indicated from the date of confirmation hereof, or if the value shown is greater than the Claim Amount, from the date of the Petition, up to the amount by which the claim is over-secured.

**IF THE "VALUE" SHOWN IN "E(2)(b)" ABOVE IS LESS THAN THE "SCHED. AMT." SHOWN, THE "ALLOWED AMOUNT" OF THE SECURED PORTION OF THE CLAIM SHALL NOT EXCEED THE "VALUE" DETERMINED AT CONFIRMATION.**

**IN THE EVENT THAT A CREDITOR OBJECTS TO THE TREATMENT PROPOSED IN THIS PARAGRAPH, THE DEBTOR RETAINS THE RIGHT TO SURRENDER THE COLLATERAL TO THE CREDITOR IN SATISFACTION OF THE CREDITOR'S CLAIM. IF THE DEBTOR ELECTS TO SURRENDER THE COLLATERAL, THEN THE AUTOMATIC STAY WILL BE TERMINATED AS TO SUCH COLLATERAL UPON ENTRY OF THE ORDER CONFIRMING THE PLAN, UNLESS OTHERWISE ORDERED BY THE COURT.**

**ABSENT SUCH OBJECTION, THE CREDITOR LISTED IN "E.(2)(b)" SHALL BE DEEMED TO HAVE "ACCEPTED" THE PLAN PER SECTION 1325(a)(5)(A) OF THE BANKRUPTCY CODE AND WAIVED ITS RIGHTS UNDER SECTION 1325(a)(5)(B) AND (C) OF THE BANKRUPTCY CODE.**

To the extent a secured claim NOT provided for in Section I Part "D", "E(1)" or "E(2)" is allowed by the Court, Debtor(s) will pay the claim 'DIRECT' per the contract.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL**

The claims listed in Section I, Part "F" shall be satisfied as 'SECURED' to the extent of the VALUE of the collateral, as shown, by SURRENDER of the collateral by the Debtor(s) on or before Confirmation. Any amount claimed in excess of the value of the collateral as shown, to the extent it is allowed, shall be automatically "split" and treated as indicated in Section I, Part "H" or "J" per 11 U.S.C. Sec 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S)**

All secured claims listed in Section I, Part "G" shall be paid 'DIRECT' by the Debtor(s) in accordance with the terms of their agreement, unless otherwise provided in Section IV.

Each secured claim shall constitute a separate class.

#### **H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS**

All allowed claims (i.e., those for which a Proof of Claim is timely filed and not objected to by a party in interest) entitled to priority under Section 507(a) of the Bankruptcy Code, other than Section 507(a)(1) Domestic Support Obligations, will be paid in full (except as provided in Section 1322(a)(4)) in deferred installments, unless the holder of such claim agrees to a different treatment of such claim. Failure to object to confirmation of this Plan shall not be deemed "acceptance" of the "SCHED AMT." shown in Section I Part "H" hereof. The claims listed in Section I, Part "H" shall be paid their allowed amount by the Trustee in full as Priority without interest at the monthly amount indicated or pro rata.

Priority claims for taxes are unsecured and shall not accrue interest or penalty subsequent to the filing, and such interest or penalty as might otherwise accrue thereafter shall be discharged upon completion of the Plan.

#### **I. CLASSIFIED UNSECURED CLAIMS**

Classified unsecured claims shall be treated as allowed by the Court.

#### **J. GENERAL UNSECURED CLAIMS TIMELY FILED**

All other claims not otherwise provided for herein shall be designated general unsecured claims. Payments, if any, to general unsecured claims will be on a pro rata basis. All allowed general unsecured claims shall be paid in an amount under the Plan which is not less than the amount that would be paid on such claims if the estate of the Debtor(s) were liquidated under Chapter 7 of the Bankruptcy Code on the date of filing of the Petition herein.

Any delinquencies under the Plan on allowed secured claims, allowed priority claims and allowed classified unsecured claims must be brought current before any payments are made on general unsecured claims.

General unsecured claims may be paid concurrently with secured, priority and classified unsecured claims so long as each secured, priority, and classified unsecured creditor is receiving not less than its monthly installment as provided herein. If the indicated monthly amount is insufficient to fully pay the monthly payment provided for such allowed secured, priority or classified unsecured claim(s) respectively, the Trustee shall pay in the following order: each classification of such allowed secured claim(s), priority claim(s) and classified unsecured claim(s) pro rata until all such payments within each subclass are current, prior to any other payments to allowed general unsecured claims.

General unsecured claims totaling the amount indicated in Section I Part "J", shall be paid by the Trustee, a PRO RATA share of the unsecured creditors' pool estimated in Section I, Part "A" but not less than the amount indicated pursuant to Section 1325(a)(4) less allowed administrative and priority claims, or the estimated % (if any) shown above.

#### **K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

As provided in Section 1322(b)(7) of the Bankruptcy Code, the Debtor(s) assumes or rejects the executory contracts or unexpired leases with the parties so indicated in Section I, Part "K".

Assumed lease and executory contract arrearage amounts shall be paid by the Trustee as indicated in Section I Part "K".

#### **L. CLAIMS TO BE PAID**

See Section I, Part "L" of the Plan.

#### **M. ADDITIONAL PLAN PROVISIONS**

The provisions set forth in Section IV are additional Plan provisions not otherwise referred to herein.

#### **N. POST-PETITION CLAIMS**

Claims filed under Section 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor will modify this Plan.

#### **O. LATE FILED CLAIMS AND CLAIMS NOT FILED**

Late filed unsecured claims on pre-petition debt shall be paid pro rata, only after all other timely filed unsecured claims are paid in full. Such payment shall be before any payment on pre-petition non-pecuniary penalties. Late filed claims on priority pre-petition claims shall be paid in full before any payment on late filed general unsecured pre-petition claims. Late filed secured claims shall be paid in full before any payment on late filed priority claims.

A claim not filed with the Court will not be paid by the Trustee post-confirmation regardless of its treatment in Section I or on the AAPD.



**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES**

Any unsecured claim for non-pecuniary penalty, fines, forfeitures, multiple, exemplary or punitive damages, expressly including IRS penalty to date of petition on unsecured and/or priority claims, shall be paid only a pro rata share of any funds remaining after all other unsecured claims including late filed claims, shall have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS**

Upon confirmation, business debtors are no longer required to file operating reports with the Trustee, unless the Trustee requests otherwise. However, a final operating report through the date of confirmation is required if operating reports were previously required. Confirmation hereof shall terminate the Trustee's duties to investigate or monitor the debtor's business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRECONFIRMATION OPERATIONS**

The Trustee shall not be liable for any claim arising from the post-confirmation operation of Debtor's business. Any claims against the Trustee arising from the pre-confirmation operation of the Debtor's business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation hereof, or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL**

Debtor shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors. Upon conversion or dismissal of the case post confirmation, the Trustee shall disburse all funds on hand in accordance with this Plan.

**U. ORDER OF PAYMENT**

All claims shown in Section I, will be paid in the following order from each disbursement, to the extent allowed:

- 1st -- Administrative Fees and DSO claims in "B"
- 2nd -- Assumed lease and executory contract arrearage claims in "K"
- 3rd -- Specified monthly dollar amounts to secured claims in "D", "E(1)", and "E(2)"
- 4th -- Pro-rata among attorney fees in "C"
- 5th -- Pro-rata among secured claims in "D", "E(1)" and "E(2)"
- 6th -- Specified monthly dollar amounts to priority claims in "H"
- 7th -- Pro-rata among priority claims in "H"
- 8th -- Specified monthly dollar amounts to special class claims in "I"
- 9th -- Pro-rata among special class claims in "I"
- 10th -- Pro-rata among claims in "J" other than late filed and penalty claims
- 11th -- Pro-rata among late filed priority claims in "H"
- 12th -- Pro-rata among late filed general unsecured claims in "J"
- 13th -- Pro-rata among penalty claims in "J".

**V. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE**

Pursuant to General Order 2006-01, Paragraph 8, as soon as practicable after the governmental claims bar date, the Trustee shall prepare and serve on Debtor's counsel, all creditors who were scheduled, all creditors who filed claims and any party that has filed a Notice of Appearance, a Trustee's Recommendation Concerning Claims ("TRCC") and Notice of Hearing and Pre-Hearing Conference thereon. The TRCC may be deemed in part to be an Objection to Claims. Objections to the TRCC shall be filed within thirty (30) days from the date of service of the TRCC. Unless an objection is timely filed as to the treatment of any claim, the claim will be allowed or approved only as described in the TRCC, and such treatment will be binding on all parties without further order of the court. All unresolved objections to the TRCC shall be deemed waived if not timely filed or if the proponent of any such objection fails to attend the Trustee's Pre-Hearing Conference or give the Trustee prior written notice that a hearing is necessary. To the extent secured and/or priority claims being paid through the Plan by the Trustee are allowed for amounts in excess of the amounts provided for in this Plan, the Debtor(s) will promptly modify the Plan to provide for full payment of the allowed amount. After the TRCC becomes final, should the Plan then become infeasible and/or "insufficient", the Trustee shall be permitted to move the Court to dismiss the case for such reason.

**SECTION III  
MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. Sec 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the Plan, Debtor(s) hereby moves the Court to value the collateral described in Section I, Part "E" and Part "F", as the LESSER of the value set forth therein, or any value claimed on the proof of claim. **Any objection to valuation shall be filed at least five (5) business days prior to the date of the Trustee's pre-hearing conference regarding Confirmation, or be deemed waived.**

Case No: 11-42702-DML-13  
Debtor(s): **James M. Kaufman**  
**Redaina K. Kaufman**

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**SECTION IV**  
**ADDITIONAL PLAN PROVISIONS**

Additional (non-standard) Plan provisions, if any, CAPITALIZED, BOLD AND UNDERSCORED ARE AS FOLLOWS:  
**None.**

Respectfully submitted,

Case No.: **11-42702-DML-13**

**/s/ Richard D. Kinkade**

Richard D. Kinkade, Debtor's(s') Attorney

**11477350**

State Bar Number

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **James M. Kaufman**  
*Debtor*

CASE NO. **11-42702-DML-13**

**Redaina K. Kaufman**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

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I, the undersigned, hereby certify that on May 16, 2011, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

**/s/ Richard D. Kinkade**

Richard D. Kinkade  
Bar ID: 11477350  
Law Office of Richard D. Kinkade  
2121 W Airport Freeway  
Suite 400  
Irving, TX 75062  
(972) 256-4444

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AAFES  
P.O. Box 650038  
Dallas, TX 75265-0038

Allstate  
1601 W Randol Mill  
Arlington, TX 76012

ARM  
P.O. Box 129  
Thorofare, NJ 08086

AAM, Inc.  
330 Georgetown Sq, Ste 104  
Wood Dale, IL 60191

America's Servicing Company  
P.O. Box 60768  
Los Angeles, CA 90060-0768

Asset Acceptance  
P.O. Box 2036  
Warren, MI 48090

Ace Cash Express  
1231 Greenway Dr Ste 600  
Irving, TX 75038

America's Servicing Company  
P.O. Box 60768  
Los Angeles, CA 90060-0768

Asset Acceptance  
P.O. Box 2036  
Warren, MI 48090

Aegis Receivables Management  
P.O. Box 165719  
Irving, TX 75016-5719

Aqua Finance  
P.O. Box 101928 Dept 612  
Birmingham, AL 35210

Asset Acceptance  
P.O. Box 2036  
Warren, MI 48090

**UNITED STATES BANKRUPTCY COURT  
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*Debtor*

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**Redaina K. Kaufman**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Asset Acceptance  
P.O. Box 2036  
Warren, MI 48090

Capital One  
P.O. Box 60024  
City of Industry, CA 91716

CitiCards  
P.O. Box 6940  
The Lakes, NV 88901

Asset Acceptance  
P.O. Box 2036  
Warren, MI 48090

Capital One  
P.O. Box 60024  
City of Industry, CA 91716

Citifinancial  
P.O. Box 6931  
The Lakes, NV 88901

AT&T  
P.O. Box 5001  
Carol Stream, IL 60197

Cashnet USA  
200 W Jackson Blvd  
Chicago, IL 60606

Client Services Inc  
P.O. Box 1503  
Saint Peters, MO 63376

Axcess Recovery  
4540 Cooper Rd #305  
Cincinnati, OH 45242

CBCS  
P.O. Box 163250  
Columbus, OH 43216

Credit One Bank  
P.O. Box 60500  
City of Industry, CA 91716

Banfield the Pet Hospital  
6060 Long Prairie Rd  
Flower Mound, TX 75028

Circuit City  
P.O. Box 94011  
Palatine, IL 60094-4011

Credit One Bank  
P.O. Box 60500  
City of Industry, CA 91716

Bank of America  
P.O. Box 15726  
Wilmington, DE 19886

Citigo  
P.O. Box 689095  
Des Moines, IA 50368

Credit One Bank  
P.O. Box 60500  
City of Industry, CA 91716

Bay Area Credit Services  
P.O. Box 468449  
Atlanta, GA 31146

CitiBank  
P.O. Box 209012  
Brooklyn, NY 11220

Credit Protection  
279 Trowbridge Dr  
Fond DeLac, WI 54937

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **James M. Kaufman**  
*Debtor*

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**Redaina K. Kaufman**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Credit Protection Association  
P.O. Box 9037  
Addison, TX 75001

Dr. Charles Myers  
P.O. Box 1656  
Aledo, TX 76008

First Premier Bank  
P.O. Box 5519  
Sioux Falls, SD 57117

Credit Systems  
P.O. Box 1088  
Arlington, TX 76004

DSRM National Bank/Valero  
P.O. Box 300  
Amarillo, TX 79105

Ford Credit  
P.O. Box 650575  
Dallas, TX 75265-0575

Denton County Water  
2650 FM 470 E Ste 125  
Bartonville, TX 76226

Dyck-O'Neal, Inc.  
P.O. Box 13370  
Arlington, TX 76094

Fort Worth Water Department  
P. O. Box 870  
Fort Worth, TX 76101

Denton County Water  
2650 FM 470 E Ste 125  
Bartonville, TX 76226

ERSolutions  
Dept 0063  
Palatine, IL 60055

GE Money Bank  
P.O. Box 960061  
Orlando, FL 32896-0061

Dish Network  
P.O. Box 105169  
Atlanta, GA 30348

Express  
P.O. Box 659728  
San Antonio, TX 78265

GE Money Bank  
P.O. Box 15102  
Wilmington, DE 19886

Diversified Adjustment  
P.O. Box 32145  
Fridley, MN 55432

Fair Collections and Outsourcing  
12304 Baltimore Ave  
Beltsville, MD 20705

Home Depot  
P.O. Box 6028  
The Lakes, NV 88901

Dr Debra Naylor  
3041 Churchill Dr Ste 300  
Flower Mound, TX 75022

Financial Recovery  
P.O. Box 385908  
Minneapolis, MN 55438

Internal Revenue Service  
Centralized - Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **James M. Kaufman**  
*Debtor*

CASE NO. **11-42702-DML-13**

**Redaina K. Kaufman**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

Internal Revenue Service  
Special Procedures Division  
1100 Commerce St, Room 9A20  
Stop 5024 DAL  
Dallas, TX 75242

Midland Credit Management  
P.O. Box 60578  
Los Angeles, CA 90060

Northland Group  
P.O. Box 390846  
Edina, MN 55439

James M. Kaufman  
12201 Waldon Wood Dr  
Fort Worth, TX 76244

Midland Credit Management  
P.O. Box 60578  
Los Angeles, CA 90060

Northland Group  
P.O. Box 390846  
Edina, MN 55439

Kaurence A Hecker  
Attorney at Law  
2C South Gold Dr  
Hamilton, NJ 08691

Millenium Loan Fund  
1183 South Mill St  
Lewisville, TX 75057

Northstar  
4285 Genesee St  
Cheektowaga, NY 14225

Kohl's  
P.O. Box 30510  
Los Angeles, CA 90030-0510

MRS Associates  
1930 Olney Ave  
Cherry Hill, NJ 08003

NSO  
P.O. Box 968  
Brookville, WI 53008

Law Office of Mitchell Kay  
P.O. Box 9006  
Smithtown, NY 11787

National Asset Recovery  
P.O. Box 701  
Chesterfield, MO 63006

Obstetrics & Gynecology  
500 W Main Ste 310  
Lewisville, TX 75057

LCA Collections  
P.O. Box 2240  
Burlington, NC 27216

NCO Financial  
P.O. Box 15889  
Wilmington, DE 19850

Orchard Bank  
P.O. Box 60102  
City of Industry, CA 91716-0102

LHR, Inc.  
56 Main St  
Hamburg, NY 14075

NCO Financial  
P.O. Box 61247  
Virginia Beach, VA 23466

Orchard Bank  
P.O. Box 60102  
City of Industry, CA 91716-0102

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **James M. Kaufman**  
*Debtor*

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**Redaina K. Kaufman**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #4)

Palo Pinto General Hospital  
P.O. Box 961207  
Fort Worth, TX 76161

Premier Bank  
P.O. Box 5519  
Sioux Falls, SD 57117

Shannon Clinic  
P.O. Box 22000  
San Angelo, TX 76902

Palo Pinto General Hospital  
P.O. Box 961207  
Fort Worth, TX 76161

Protocol Recovery Service, Inc.  
509 Mercer Ave  
Panama City, FL 32401-2631

Shell  
P.O. Box 183018  
Columbus, OH 43218

PayPal  
P.O. Box 960080  
Orlando, FL 32896-0080

Regional Acceptance Corp  
P.O. Box 580075  
Charlotte, NC 28258-0075

Sheridan Childrens  
P.O. Box 816209  
Hollywood, FL 33081

Pediatric Dental World  
2000 Highland Village Rd Ste C  
Highland Village, TX 75077

Resurgent Capital  
15 S Main St Ste 600  
Greenville, SC 29601

Sprint  
P.O. Box 660075  
Dallas, TX 75266

Plaza Associates  
P.O. Box 2769  
New York, NY 10116-2769

Robert & Cheryl Brooks  
3308 Preston Rd #350  
Plano, TX 75093

Stellar Recovery  
1845 Hwy 93 S #310  
Kalispell, MT 59901

Portfolio Recovery  
P.O. Box 12914  
Norfolk, VA 23541

Rooms to Go  
P.O. Box 6933  
The Lakes, NV 88901

Tarrant County Tax Assessor  
P.O. Box 961018  
Fort Worth, TX 76161

Praxis  
7331 North Lincol Ave #8  
Lincolnwood, IL 60712

Sam's Club  
P.O. Box 530942  
Atlanta, GA 30353

Texas Health  
P.O. Box 460036  
Garland, TX 75046



UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
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IN RE: James M. Kaufman  
*Debtor*

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Redaina K. Kaufman  
*Joint Debtor*

CHAPTER 13

**CERTIFICATE OF SERVICE**

(Continuation Sheet #5)

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Texas Radiology  
P.O. Box 2285  
Indianapolis, IN 46206-2285

West Asset Management  
P.O. Box 790113  
St. Louis, MO 63179

The Room Store  
P.O. Box 4144  
Carol Stream, IL 60197

West Asset Management  
P.O. Box 790113  
St. Louis, MO 63179

Toys R Us  
P.O. Box 94012  
Palatine, IL 60094

William T. Neary  
1100 Commerce Street  
Room 9-C-60  
Dallas, TX 75242

Transworld Systems  
P.O. Box 15520  
Wilmington, DE 19850-5520

Zales  
P.O. Box 689182  
Des Moines, IA 50368-9182

Tribute  
P.O. Box 105555  
Atlanta, GA 30348-5555

US Attorney General  
Department of Justice  
Main Justice Building  
10th & Constitution Ave., NW  
Washington, DC 20530-0001

VW Credit  
P.O. Box 3704  
Hilboro, OR 97123